

ARTWORK

1. The New Plymouth District Council, through Puke Ariki, is undertaking a project to provide an exhibition of artistic works by local artists currently living in Taranaki, called "*Home Work: Taranaki Art 2020*" opening at Puke Ariki from May 2020 and closing August 2020 (the **Exhibition**). The Exhibition will showcase the Taranaki region's vibrant art scene and celebrate the talent of artists.
2. The Council, through Puke Ariki (the **Council**) invites artists currently living in Taranaki to submit ONE recent artwork (the **Work**) for selection and display in the Exhibition.
3. Each artist who submits a Work acknowledges and agrees that they are bound by these terms and conditions, in consideration for the Council providing the artist with the opportunity to submit a Work for potential selection and display in the Exhibition. For the avoidance of doubt, entry of the Work to the Exhibition constitutes acceptance of these terms and conditions.
4. To submit the Work for selection and display in the Exhibition, artists must submit a photograph of the Work and complete the submission form, available on the Puke Ariki website (<http://www.pukeariki.com>). Artists who are unable to use the online submission form can contact Puke Ariki to make alternative arrangements.
5. Submitted Work:
 - a. must have been produced in 2018 or later;
 - b. must be available to the Council from 1 April 2020 to 30 August 2020;
 - c. must be supplied complete and ready for display in the Exhibition;
 - d. does not need to be available for sale;
 - e. may use any form of media (e.g. drawing, collage, painting, photography, video work, textiles, raranga, whakairo, ceramics, sculpture, performance or artistic collaborations etc).
6. No unauthorised use of any copyright images, photographs, text or other material will be accepted. Where a recognisable image of a person is used in the Work that person's consent must be obtained in writing.
7. Submissions to the Exhibition open at 9.00am on 12 November 2019 and close on 3 February 2020 at 5.00pm (**Submission Period**). Submissions received before or after the Submission Period will not be eligible for selection for the Exhibition. Entries should be submitted using the online submission form available on the Puke Ariki website (<http://www.pukeariki.com>) unless otherwise arranged with Puke Ariki.
8. Artists must supply any specialist display equipment required to display the Work. All artwork and display materials must be suitable for museum display with no risk of biological contamination. Artists are responsible for depositing and collecting the Work from Puke Ariki at the address below:

Puke Ariki, 1 Ariki Street, Private Bag 2025, New Plymouth.
9. Artwork for the Exhibition will be chosen by a panel of three selectors. The selectors' decision is final and no correspondence will be entered into.
10. Artwork selected for the Exhibition must not be altered or substituted once the selectors' decision has been made.
11. The Council may terminate, modify or cancel the Exhibition at any time by notice published on the Puke Ariki website. The Council reserves the right, at any time, to verify the validity of entries and/or entrants (including an entrant's identity, and place of residence) and to disqualify any entrant who submits Work that is not in accordance with these terms and conditions. Failure by the Council to enforce any of its rights at any stage does not constitute a waiver of those rights.
12. The Council is not responsible for any technical malfunctions or problems with the internet or network congestion, including any problems with transmission of entries over the internet.
13. When collecting personal information, the Council complies with the Privacy Act 1993 and the Local Government Official Information and Meetings Act 1987.

14. If selected for the Exhibition, the artist **hereby agrees** to lend the Work, to the Council for the purposes of the Exhibition from circa 1 April 2020 to 30 August 2020 inclusive, (the **Loan Period**) on the terms and conditions set out in this document.
15. Selected Work must be received by the Council by no later than 1 April 2020. The Council reserves the right to remove Work from the selection if it is not received by this date.
16. Artists acknowledge that:
 - they are responsible for depositing and collecting the Work from Puke Ariki at the address set out above.
 - the Council will, at its cost, be responsible for:
 - taking all due care of the Work to ensure protection against theft, loss or damage during the Loan Period;
 - insuring the Work during the Loan Period;
 - in the event of the theft, loss of or damage to the Work whilst the Work is in the Council's care, the Council's liability shall, in respect of each Work, be limited to a maximum of \$20,000 or the cost of the repair, whichever is the lesser;
 - the Council will acknowledge the Artist by way of a suitable wall label/text in the exhibition space.
17. The selected artists agree that the Council may use their name and photograph for promotional purposes and in connection with the promotional and advertising activities associated with the Exhibition, subject to the Council obtaining the artist's prior consent.
18. The selected artists consent to images of the Work being taken by the Council, and for the Council to use the images for any and all of the following purposes:
 - to be reproduced on the Puke Ariki and Council websites and in all other media promoting the Exhibition;
 - to be retained in perpetuity in Puke Ariki's archives.
19. Artists undertake to advise the Council of any defects in the Work upon deposit of the Work to the Council.
20. Artists acknowledge that the Council does not guarantee that the Work will be selected and/or used in the Exhibition.
21. Artists acknowledge that no artist fee will be paid by the Council.
22. During the Exhibition, the Council intend to undertake a judging option in order to acquire a Work for Puke Ariki. The acquisition of any such Work will be subject to agreement with the Artist selected and an agreed fee to be payable by the Council. For the avoidance of doubt, the acquisition of any such Work will be at the Council's sole discretion and the Artist is under no obligation to sell their Work.
23. Artists warrant that they are the owner of the copyright in the Work, each Work is an original work and will indemnify the Council in respect of any and all claims arising out of, or in relation to, this warranty.